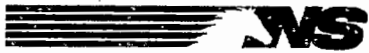


APPENDIX D
ENVIRONMENTAL RIGHT OF ENTRY AGREEMENT



Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, Virginia 23510-9241

Pauline Foreman
Legal Assistant

(757) 823-5434
Pauline.Foreman@nscorp.com

October 23, 2013

Terry Barrett, PG
Remediation Project Manager
Trinity Industries, Inc.
2525 Stemmons Freeway
Dallas, TX 75207

RE: Greenville, PA (South Plant) – Trinity Industries, Inc. ROE; NS Law File
ROE00272

Dear T. Barrett:

Enclosed is an original of the above-captioned agreement for your file.

Sincerely,


Pauline Foreman

Enclosure

Operating Subsidiary Norfolk Southern Railway Company

ENVIRONMENTAL RIGHT OF ENTRY AGREEMENT

TRINITY INDUSTRIES, INC. ("Licensee"), a Delaware corporation, has requested that **NORFOLK SOUTHERN RAILWAY COMPANY** ("Company"), a Virginia corporation, grant Licensee permission to enter upon the property adjacent to property of Licensee at 100 York Street, Township of Hempfield, Pennsylvania (South Plant) as indicated on the attached map, marked as Exhibit A (hereinafter referred to as "Property") for the purpose of temporarily removing fence and to remove impacted soil from the Property, as more specifically set forth in the attached Scope of Work.

Company, in consideration of the covenants and conditions contained in this agreement and insofar as its right, title and interest permits, grants Licensee permission to enter on the said Property for the purpose stated in the preceding paragraph, subject to the terms and conditions set forth below:

1. In consideration of Company granting its permission for the said purpose, Licensee agrees to indemnify and hold Company and any other corporation associated, controlled by or under common control with Company and their officers, employees and agents, harmless from and against all costs, losses, claims, damages, or expenses, including attorneys' fees, arising out of any loss of life or personal injury or property loss or damage whatsoever which results from, accrues from, is connected to or is incidental to the undertakings of Licensee hereunder, unless such loss, injury or damage is solely caused by the negligence of Company. In addition, Licensee agrees to indemnify and hold Company and any other corporation associated, controlled by or under common control with Company, and their officers, employees and agents, harmless from and against all costs, losses, claims, damages, or expenses, including attorneys' fees, arising out of any loss of life or personal injury or property loss or damage whatsoever in the event any well or boring installed acts as a conduit for any contamination of any type, whether or not such loss, injury or damage purports to be caused by the negligence of Company.

2. a. All work done hereunder shall be done at Licensee's sole expense. No work shall occur within twenty-five (25) feet of the center line of any track; provided that Company reserves the right to require placement of wells or borings at distances even more than twenty-five feet from the center line of any track if conditions dictate. No drainage condition shall be created or allowed to exist that may be adverse to Company. Licensee's work shall not interfere with the safe and proper support of Company's roadbed and track. All work done hereunder shall occur only during daylight hours at the location of the entry.

b. All work done hereunder shall be performed by Licensee with such care, diligence and cooperation of Licensee with Company personnel as will avoid accident, damage or harm to persons or property and delays to or interference with operations of Company. If the work is to be performed in the vicinity of railroad facilities, said work shall be performed in accordance with (a) the latest American

Railway Engineering and Maintenance Association Guidelines, by reference hereby made a part hereof; and (b) to the entire satisfaction of Company's Division Engineer or his duly authorized representative.

c. Licensee agrees to reimburse Company promptly, upon bill rendered, for all expenses incurred by Company, resulting from or in connection with any such special engineering studies, field supervision, flagging protection or other services as Company may find necessary to perform in connection with Licensee's proposed work.

d. It is expressly understood that the initial work covered hereunder will take approximately three to four days, and that any well casings will either be flush with the ground or installed with a stickup cover, at the discretion of Company's Division Engineer, and will be clearly marked with an appropriate locking cap (e.g., vehicular cap if cars may cross). Samples will be taken by Licensee only on a one time basis.

3. Company's Division Engineer Paul C. Sciotti at (412) 893-7255 shall be given notice not less than seventy-two (72) hours before Licensee proposes to enter upon Company's property. Licensee understands that additional notice may be required if Company is to provide, at the desired time, any flagging which Company may deem necessary under Article 2 hereof.

4. This Environmental Right of Entry Agreement (a) shall not be assigned or transferred without written approval of the Company and (b) may be terminated at will by the Company or Licensee on five (5) days' written notice to the other party and shall terminate automatically **one year** from the date of this agreement; provided, however, that termination shall not relieve Licensee, or its contractors, of any obligation or liability incurred prior to such termination.

5. As used herein, the term Licensee shall be deemed to include Licensee and its agents and contractors.

6. Unless disclosure is required by court order or applicable law or regulation, Licensee shall maintain the confidentiality of all information pertaining to any environmental test performed on the Property.

7. Before entering the Property, Licensee shall secure the permission of any tenant, IF ANY, who is in possession of that Property. Company agrees that Company will assist Licensee in obtaining such consent from any such tenant who otherwise unreasonably withholds consent from Licensee following Licensee's request for such consent.

8. a. Licensee or its contractor shall secure, at its or their own expense, any permits or licenses required by federal, state, or local laws or ordinances and shall comply with all applicable laws, including (but not limited to) any laws, regulations, standards, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and hold harmless Company from and against any and all claims arising out of or connected with the violation, by Licensee, of any law, standard, regulation, or permit requirement.

b. If any mechanics' or materialmen's liens, or similar lien, is asserted against the Property, or any other property of Company, as a result of the exercise of any license herein granted, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and hold harmless Company from and against any claims arising out of or connected with such lien.

9. No work of any character shall be started on the Property until:

a. Certificates of Insurance, specifying that the policies are applicable to the particular work, have been furnished to and accepted by Company as evidence that Licensee and/or its contractor and subcontractor maintain the following insurance coverages:

- (i) Workers' Compensation Insurance in satisfaction of statutory requirements of the state where the property covered by this agreement is located. Also, Employers' Liability Insurance having limits of not less than \$500,000 each accident, \$500,000 per disease - policy limit, and \$500,000 per disease - each employee.
- (ii) Comprehensive General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of bodily injury, liability and property damage liability during the policy period. Such policy shall be endorsed to name Company as an additional insured and shall include a severability of interests provision. In addition, the policy of Licensee and/or its contractor and subcontractor shall be endorsed to reflect Contractual Liability Insurance specifically relating to the indemnity provisions of this agreement and any exclusion for construction or demolition activities (including installing wells or boring holes, but not for work done by means of a hand augur) conducted within 50 feet of railroad tracks shall be deleted from Licensee's policy.

- (iii) In the event Licensee cannot obtain contractual liability insurance to cover the obligations assumed under this Environmental Right of Entry Agreement, Licensee or its contractor shall procure and furnish to Company either:
- (A) a Railroad Protective Liability Insurance Policy having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage, or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site. Said policy shall name Company as the named insured and the policy shall be underwritten on Insurance Services Offices Form No. CG 00 35 10 01 or its equivalent, or
 - (B) a risk financing fee of \$1,000.00 (herein called the "Risk Financing Fee"), in exchange for which Company will include the project under Company's Master Railroad Protective Liability Insurance Policy.
- (iv) Automobile Liability Insurance having a combined single limit of not less than \$1 million per occurrence. Said policy shall name Company as an additional insured and shall include a severability of interests provision.
- b. Company has advised Licensee that limits, form, and substance of insurance policies and certificates of insurance are satisfactory to Company. The original Railroad Protective Liability Insurance Policy if applicable and certificate of liability insurance should be forwarded to Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia, 23510. The furnishing by Licensee of such insurance and the acceptance of the same by Company is not intended to and shall not reduce, limit, affect, or modify the primary obligations and liabilities of Licensee under the other provisions of this agreement.
- c. Authorized representatives of Licensee have met with Company's Division Engineer or his representative and also with a representative of Company's Communications and Signals Department to receive any instructions Company may have concerning Licensee's activities on the Property. Licensee agrees to follow, at its expense, all such instructions, and in such manner as is satisfactory to Company.

10. All insurance described above shall be maintained until all work contemplated hereunder has been satisfactorily completed. Insurance companies may cancel or make significant changes in the insurance by permission of Licensee and Company, or upon giving thirty (30) days' written notice to Licensee and Company of their intent to do so.

11. After termination of this Environmental Right of Entry Agreement or after completion of the groundwater sampling project, whichever first occurs, Licensee agrees to remove any well(s) in accordance with state procedures. Removal procedures shall include pulling or reaming the well casing(s) and grouting the hole(s) to ground surface in accordance with U.S. Environmental Protection Agency and state standards and/or guidelines, including at a minimum grouting from the bottom of the borehole/well to the surface. After termination of this Environmental Right of Entry Agreement, Licensee also agrees to restore the Property and shall leave it free of debris and holes in the ground and in such condition as is satisfactory to Company. Restoration of the Property shall be completed within thirty (30) days after termination of this agreement.

12. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable are severed and deleted from this agreement and that the balance of the agreement remain a binding enforceable agreement to the fullest extent permitted by law.

13. If there is a conflict between the terms of another contract and this Environmental Right of Entry Agreement concerning this property, Licensee and Company agree that the terms of this Agreement shall control.

14. a. Licensee warrants that it is analyzing only for the presence of total RCRA metals.

b. Licensee agrees to give Company a complete copy of the results of the analyses of any samples taken from the Property and any reports generated using such data (electronic format preferred), and advise of any planned corrective action and closure of any well(s) and/or regulatory closure of the site.

15. With the exception of public grade crossings, Licensee shall not cross the tracks of Company with any vehicle unless it shall have executed such separate agreement as shall be provided by Company.

16. Licensee recognizes and assumes all responsibility for all present and future environmental obligations imposed under applicable environmental laws, regulations or other such requirements ("Environmental Laws") relating to any contamination of the Property or groundwater thereunder that is the subject of the

investigation and/or cleanup addressed by this Agreement, or for which Licensee is otherwise responsible under Environmental Laws. Licensee further agrees to undertake at its sole expense any cleanup of any contamination of the Property and groundwater thereunder that is the subject of the investigation and/or cleanup addressed by this Agreement, or for which Licensee is otherwise responsible under Environmental Laws.

17. Licensee agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising out of Paragraph 16, and Licensee further agrees that it will not raise or plead a statute of limitations defense against Company in any action arising out of Licensee's failure to comply with Paragraph 16.

Each of the parties therefore has caused this Environmental Right of Entry Agreement to be executed by its duly authorized representative.

NORFOLK SOUTHERN RAILWAY
COMPANY

By: 

Title: Vice President

Date: 10/23/13

TRINITY INDUSTRIES, INC.

By: 

Title: VPE Environmental

Date: 10.21.13

(PA/lroe272.agr.doc)

Trinity Industries, Inc. South Plant
100 York Street
Hempfield Township
Mercer County, PA

Scope of Work for Norfolk Southern Railway Company Right of Way

The Western Drainage Ditch, along the Norfolk Southern Railway Company (NSRC) right-of-way (ROW), and General Downgradient Area SW2 (adjacent to the NS ROW) has lead impacted soil greater than the Non-Residential Soil-to-Groundwater Medium-Specific Concentration (MSC) (450 mg/kg), which is also the Pennsylvania Clean Fill Criteria.

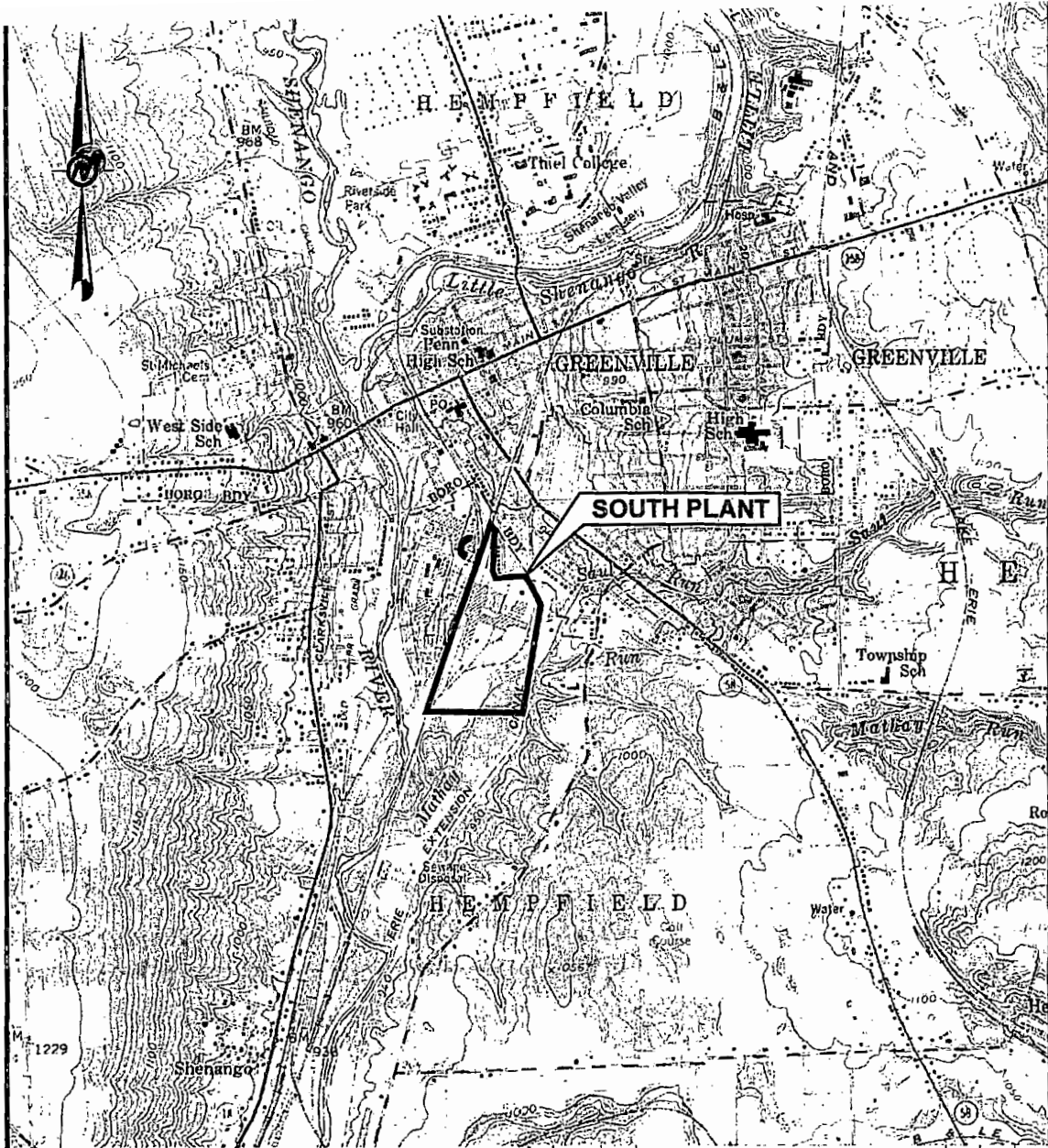
For impacted soil/historic fill in these areas, Trinity proposes to meet the following cleanup standard:

- ☒ Site Specific Standard of pathway elimination through excavation of impacted soil/historic fill

To achieve the cleanup standard in these areas, Trinity proposes the following response actions:

- ② Pre-condition soil exceeding 1,000 mg/kg lead with EnviroBlend
- ② Remove impacted soil/historic fill in the areas exceeding 450 mg/kg lead down to the following depths
 - ⓐ 0-2 feet in Western Drainage Ditch
 - ⓑ 0-8 feet in General Downgradient Area SW2
- ② Perform post-excavation sampling to confirm adequate removal
- ② Characterize the excavated soil/historic fill for purposes of determining appropriate disposal options. Excavated soil/historic fill exceeding the TCLP threshold for lead will be disposed off-Site at a permitted facility. All other excavated soil/historic fill will be used as grading material in the Former Disposal Areas and contained on-Site
- ② Trinity will be responsible for and will sign as generator for any waste disposal documentation, including manifests, for any soil, water or other wastes removed from the property


After impacted soil removal, the Western Drainage Ditch will be re-graded, as necessary, to maintain positive drainage. The General Downgradient Area SW2 will be backfilled to existing grade with clean fill material, compacted, and vegetated.



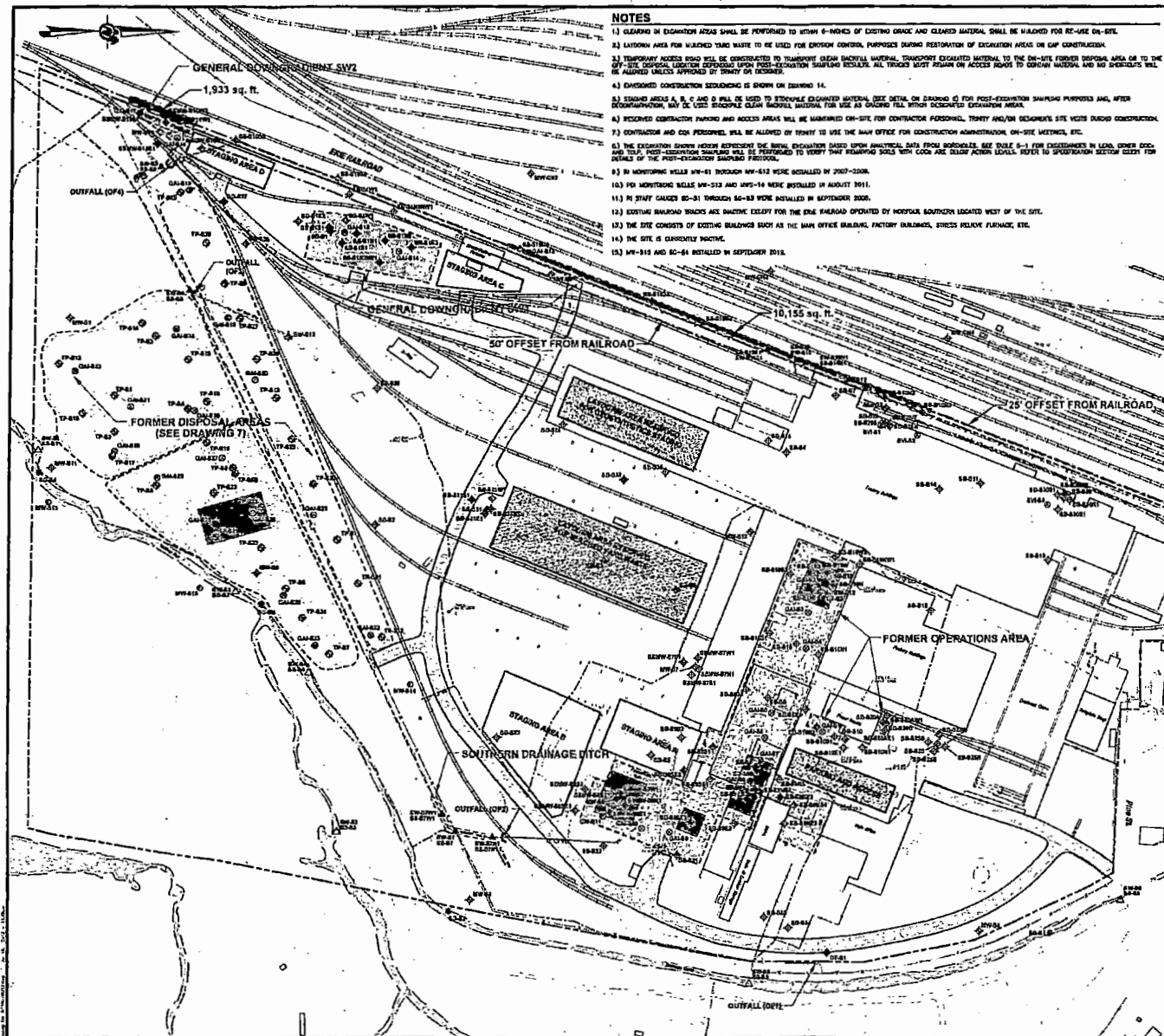
2000 0 2000
SCALE FEET

REFERENCE

1.) BASE MAP TAKEN FROM USGS 7.5 MINUTE SERIES QUADRANGLES OF GREENVILLE WEST AND GREENVILLE EAST, DATED 1958, PHOTOREVISED IN 1990 AND 1970 RESPECTIVELY.

REV	DATE	DES	REVISION DESCRIPTION	CADD	CHK	REV																				
PROJECT: RIGHT OF ENTRY APPLICATION - SOUTH PLANT TRINITY INDUSTRIES, INC. GREENVILLE, PA																										
TITLE: SITE LOCATION MAP																										
 <table border="1"> <tr> <td>PROJECT No.</td> <td>073-6009</td> <td>FILE No.</td> <td>0736009AJ13</td> </tr> <tr> <td>DESIGN</td> <td>JCA 07/18/13</td> <td>SCALE</td> <td>AS SHOWN</td> </tr> <tr> <td>CADD</td> <td>RG 07/18/13</td> <td>REV.</td> <td>0</td> </tr> <tr> <td>CHECK</td> <td>VEF 07/18/13</td> <td colspan="2">FIGURE 1</td> </tr> <tr> <td>REVIEW</td> <td>JIG 07/18/13</td> <td colspan="2"> </td> </tr> </table>							PROJECT No.	073-6009	FILE No.	0736009AJ13	DESIGN	JCA 07/18/13	SCALE	AS SHOWN	CADD	RG 07/18/13	REV.	0	CHECK	VEF 07/18/13	FIGURE 1		REVIEW	JIG 07/18/13		
PROJECT No.	073-6009	FILE No.	0736009AJ13																							
DESIGN	JCA 07/18/13	SCALE	AS SHOWN																							
CADD	RG 07/18/13	REV.	0																							
CHECK	VEF 07/18/13	FIGURE 1																								
REVIEW	JIG 07/18/13																									

Drawing file: 0736009AJ13.dwg Jul 18, 2013 - 11:52am



NOTES

- 1) CLEARING OF EXISTING AREAS SHALL BE PERFORMED TO WITHIN 6-INCHES OF EXISTING GRADE AND CLEARED MATERIAL SHALL BE MAINTAINED FOR RE-USE ON-SITE.
- 2) LAYDOWN AREA FOR WAREHOUSED WASTE TO BE USED FOR EROSION CONTROL, PURPOSES DURING RESTORATION OF EXISTING AREAS ON CAP CONSTRUCTION.
- 3) TEMPORARY ACCESS ROAD WILL BE CONSTRUCTED TO TRANSPORT CLEAN BACKFILL MATERIAL. TRANSPORT EXCAVATED MATERIAL TO THE ON-SITE FURNISH DISPOSAL AREA OR TO THE OFF-SITE DISPOSAL LOCATION EXISTING WITHIN EXISTING SHAPING RESULTS. ALL TRUCKS MUST REMAIN ON ACCESS ROADS TO DISPOSE MATERIAL AND NO OVERCUTS WILL BE ALLOWED UNLESS APPROVED BY TRINITY OR DESIGNS.
- 4) EXISTING CONSTRUCTION SEQUENCING IS SHOWN ON DRAWING 14.
- 5) EXISTING AREAS A, B, C AND D WILL BE USED TO STORE EXCAVATED MATERIAL. EXISTING DETAIL ON DRAWING 10 FOR POST-EXCAVATION SHAPING PURPOSES AND, AFTER EXCAVATION, MAY BE USED TO STORE CLEAN BACKFILL MATERIAL FOR USE AS SHAPING FILL WITHIN EXISTING EXCAVATION AREAS.
- 6) EXISTING CONTRACTOR PARKING AND ACCESS AREAS WILL BE MAINTAINED ON-SITE FOR CONTRACTOR PERSONNEL, TRINITY AND/OR EXISTING SITE VISIT DURING CONSTRUCTION.
- 7) CONTRACTOR AND COA PERSONNEL WILL BE ALLOWED TO USE THE MAIN OFFICE FOR CONSTRUCTION ADMINISTRATION, ON-SITE MEETINGS, ETC.
- 8) THE EXISTING SHOWN HEREIN REPRESENTS THE BUREAU EXCAVATION BASED UPON ANALYTICAL DATA FROM MONITORING WELLS. SEE TABLE 8-1 FOR EXISTING IN LEAD, CROWN, CDD, AND CDD. POST-EXCAVATION SHAPING WILL BE PERFORMED TO VERIFY THAT REMAINING SOILS WITH CDD ARE BELOW ACTUAL LEVELS. REFER TO SPECIFICATION SECTION 0207 FOR DETAILS OF THE POST-EXCAVATION SHAPING PROVISION.
- 9) MONITORING WELLS MW-01 THROUGH MW-015 WERE INSTALLED IN 2007-2008.
- 10) FOR MONITORING WELLS MW-013 AND MW-014 WERE INSTALLED IN AUGUST 2011.
- 11) FOR STAFF GAUGES 80-01 THROUGH 80-03 WERE INSTALLED IN SEPTEMBER 2008.
- 12) EXISTING RAILROAD TRACKS ARE SHOWN EXCEPT FOR THE DRUG RAILROAD OPERATED BY HOFFMAN SOUTHERN LOCATED WEST OF THE SITE.
- 13) THE SITE CONSISTS OF EXISTING BUILDINGS SUCH AS THE MAIN OFFICE BUILDING, FACTORY BUILDINGS, STEEL RELIEF FURNACE, ETC.
- 14) THE SITE IS CURRENTLY ACTIVE.
- 15) MW-013 AND 80-04 INSTALLED IN SEPTEMBER 2011.

LEGEND

- PROPERTY LINE
- RAILS
- CONTOUR LINE
- DRAINAGE DITCH WITH INTERMITTENT FLOW
- BOROUGH 24-INCH STONE SLOPE
- STREAM OR CREEK
- RI SURFACE WATER SAMPLE LOCATION
- RI SURFACE WATER AND SEDIMENT SAMPLE LOCATION
- RI SURFACE WATER AND SURFACE SOIL SAMPLE LOCATION
- RI SURFACE SOIL SAMPLE LOCATION FROM DRAINAGE DITCH
- RI GROUNDWATER MONITORING WELL LOCATION
- RI SOIL CORING LOCATION
- RI TEST PIT LOCATION
- RI/ADDITIONAL INVESTIGATION STAFF GAUGE
- FOR SOIL SAMPLE LOCATION (SEE REFERENCE 4)
- FOR DYE TEST LOCATION (SEE REFERENCE 4)
- FOR VAPOR INTRUSION BUREAU-SLATE SAMPLE LOCATION (SEE REFERENCE 4)
- FOR/ADDITIONAL INVESTIGATION MONITORING WELL (SEE REFERENCE 4)
- EXTENT OF AREAS TO BE ADDRESS BY EXCAVATION OF IMPACTED SOILS AND BACKFILLING (SEE NOTE 1)
- EXTENT OF DISPOSAL AREA TO BE CAPPED (SEE NOTE 2)
- SURVEY BOUNDARY (SEE REFERENCE 1)
- STAGING AREA
- PARKING AND ACCESS
- LAYDOWN AREA
- 2 FT EXCAVATION
- 0-2 FT SURFACE SOIL REMOVAL
- 4 FT EXCAVATION
- 6 FT EXCAVATION
- 8 FT EXCAVATION
- 6 FT EXCAVATION AND IN-SITU SOIL STABILIZATION FROM 0-20 FT
- PROPOSED TEMPORARY ACCESS ROAD, SEE DETAIL 1
- RAILROAD RIGHT-OF-ENTRY AREAS

REFERENCES

- 1) BASE MAP COMPILED FROM DIGITAL CAD FILES 00-300 GOLDEN-H-S-LAY, TITLED "TOPOGRAPHIC SURVEY OF TRINITY INDUSTRIES, INC." PROVIDED BY HOWELL & SAUNDERS, INC. DATED JUNE 23, 2008 (REVISED JULY 13, 2009) AND 11-4471 ALAN AND 11-4471 BUREAU, TITLED "TOPOGRAPHIC SURVEY FOR TRINITY INDUSTRIES, INC. - SOUTH PLANT," PROVIDED BY HOWELL & SAUNDERS, INC. DATED JULY 2011.
- 2) THE HORIZONTAL COORDINATES SHOWN HEREIN ARE REFERENCED TO PENN DOT MONUMENTS 80-08 AND 80-03 (PENNSYLVANIA STATE PLANE COORDINATE SYSTEM - NAD83).
- 3) LOCATION OF BOROUGH 24-INCH STONE SLOPE CORNER FROM CHICAGO BRIDGE AND HIGH COMPANY DRAINAGE TIEED TIEED CONTROL PLUM IN VICINITY OF 1/2 & 1/2 CO. PLANT, DATED APRIL 22, 1874.
- 4) PRE-DESIGN AND ADDITIONAL INVESTIGATION LOCATIONS WERE TAKEN FROM DIGITAL CAD FILE "00-300 GOLDEN-H-S-LAY" PROVIDED BY HOWELL & SAUNDERS, INC. DATED SEPTEMBER 4, 2012.

SCALE 0 50 100 FEET

REV	DATE	REV	REVISION DESCRIPTION	CAO	SH	ROW
1	07/18/13					

PROJECT: RIGHT OF ENTRY APPLICATION - SOUTH PLANT
TRINITY INDUSTRIES, INC.
GREENVILLE, PA

FILE: SITE CLEANUP LAYOUT PLAN
AND RIGHT OF ENTRY AREAS

12 MONTHS	PROJECT NO.	023-0005	FILE NO.	030000A13
DESIGN	404	07/18/13	SCALE	AS SHOWN REV. 0
CAD	NC	07/18/13		
CHECK	YD	07/18/13		
REVIEW	JSC	07/18/13		

FIGURE 2